in equity to enjoin an express company "from transporting . . . or distributing liquors contrary to law" it was found that beer was shipped at various times *via* the defendant carrier from Illinois to a consignee in Iowa who did not hold a permit to sell intoxicants. An Iowa statute prohibits express companies, etc., to transport liquor to persons not holding permits. It was conceded that unless the Webb-Kenyon Act (which prohibits the transportation of liquors into a state to be used in violation of state laws) was constitutional, the petition for injunction must fail. *Held*, that the injunction should be granted. *State* v. *U. S. Express Co.*, 145 N. W. 451 (Iowa).

It is well settled that the Wilson Act, by which Congress deprived a shipment of liquor of its interstate character upon delivery to the consignee, is constitutional. *In re Rahrer*, 140 U. S. 545. But this Act does not apply until delivery by the carrier to the consignee has been completed. *Rhodes* v. *Iowa*, 170 U. S. 412; *Heymann* v. *Southern R.*, 203 U. S. 270. Adequate prevention of illegal selling may reasonably require regulation and restriction of transportation. *Cf. Louisville, etc. R.* v. *Cook Brewing Co.*, 223 U. S. 70. The Webb-Kenyon Act, entitled "An Act divesting intoxicating liquors of their interstate character in certain cases," purports to remove the last barrier to placing the complete control of the liquor traffic under the local police power. See 6 ME. L. REV. 292; 20 CASE AND COMMENT 448. The principal case assembles the arguments in favor of its constitutionality. It has been held to be constitutional in *State* v. *Grier*, 88 Atl. 579 (Del.). It is no more a delegation of power than was the act "forbidding the transportation of free negroes from one state to another where they were forbidden to reside"; 2 STAT. 205; or the act forbidding "the transportation of game killed in violation of local laws"; *Rupert* v. *United States*, 181 Fed. 87. See also 14 COL. L. REV. 321. Whether, in the absence of knowledge by the carrier of an intended illegal use by the consignee, the carrier has "an interest" in the shipment within the act, so that the transportation may be restricted, is subject to conflicting opinions. But the better view holds that the act includes the "consignor, common carriers, and other transporting agencies." *State* v. *Grier*, *supra;* 77 CENT. L. J. 437. *Contra, Adams Express Co.* v. *Commonwealth*, 157 S. W. 908 (Ky.). It has been held that the state legislation need not be reënacted to secure the benefits of the Wilson Act. *Commonwealth* v. *Calhane*, 154 Mass. 115, 27 N. E. 881; *In re Rahrer*, *supra*. The principal case seems correct in applying this analogy to the Webb-Kenyon Act. *Contra, Atkinson* v. *Southern Express Co.*, 78 S. E. 516 (S. C.). For a thorough discussion of the principles involved in the situation presented by the principal case, see 26 HARV. L. REV. 78 and 533.

LANDLORD AND TENANT — CREATION OF TENANCY FROM YEAR TO YEAR — HOLDING OVER BY RECEIVER.— The defendant was appointed receiver of a lessee company. He went into possession, paying rent in the stipulated installments, and continued to occupy the premises, and to pay rent, for seven months after the expiration of the term. *Held*, that only a tenancy at will was thereby created. *Dietrick* v. *O'Brien*, 89 Atl. 717 (Md.).

A holding over by a tenant after the expiration of a lease may be either an unlawful act or the result of a new agreement. If the former, it is generally recognized that the landlord has an option to regard the tenant either as a trespasser, or as a tenant from year to year. *Hall* v. *Myers*, 43 Md. 446; *Parker* v. *Page*, 41 Ore. 579, 69 Pac. 822. *Contra, Edwards* v. *Hale*, 9 Allen (Mass.) 462. This tenancy is imposed by law irrespective of the consent or intent of the tenant. *Conway* v. *Starkweather*, 1 Den. (N. Y.) 113; *Cavanaugh* v. *Clinch*, 88 Ga. 610, 15 S. E. 673. If, however, the holding over is in accordance with a new agreement, the new tenancy is only presumptively a periodic one, and its real terms, as well as its existence, are to be determined

by the actual intent of the parties, subject to the provisions of the Statute of Frauds. *Pusey* v. *Presbyterian Hospital*, 70 Neb. 353, 97 N. W. 475; *White* v. *Sohn*, 63 W. Va. 80, 59 S. E. 890; *cf. Bradley* v. *Slater*, 50 Neb. 682, 70 N. W. 258. It is submitted that even when the holding over is unlawful, the actual intent of the tenant, as evidenced by circumstances, should operate to negative any option in the landlord. Extreme cases have sometimes led to the practical recognition of this. *Herter* v. *Mullen*, 159 N. Y. 28, 53 N. E. 700. In the principal case, moreover, the lessor accepted rent from the defendant with knowledge that the latter, as receiver, would have no desire to prolong the tenancy beyond the indefinite period necessary for the winding up of the business. From these acts it is clearly possible to infer a new agreement. *Withnell* v. *Petzold*, 17 Mo. App. 669; *Abeel* v. *McDonnell*, 39 Tex. Civ. App. 453, 87 S. W. 1066. Therefore, whether the holding over be regarded as lawful or unlawful, the decision in the principal case seems correct.

LIBEL AND SLANDER — PRIVILEGED COMMUNICATIONS — PETITIONS FOR PARDON.— A petition to the governor for a pardon contained the words, "The judge changed the venue of the case for the purpose of making the costs excessive." *Held*, that the publication is absolutely privileged. *Connellee* v. *Blanton*, 163 S. W. 404 (Tex. Civ. App.).

For discussion of the question raised see NOTES, p. 745.

LIENS — GARAGE-KEEPER'S RIGHT TO LIEN FOR MAINTENANCE OF MOTOR-CAR. — The keeper of a garage agreed with the owner of a motor-car to keep it in his garage, furnish a chauffeur, and maintain it in repair. The car was at the owner's disposal. *Held*, that the keeper of the garage has no lien for his charges. *Hatton* v. *The Car Maintenance Co.*, 30 T. L. R. 275 (Chan.).

A common-law lien will attach to a chattel only when it has been improved by the labor and skill of the bailee. *Chapman* v. *Allen*, Cro. Car. 271. No lien then attaches in the principal case for the storage or for the services of the chauffeur. And since the incidental repairing was simply to maintain the chattel at the same standard, no lien attaches for that. *Miller* v. *Marston*, 35 Me. 153. However, by statute in America generally, a livery stableman is given a lien for the keep of animals. See 1 JONES, LIENS, § 646 *et seq.* It is submitted that the position of the garage owner is analogous, and affords a proper subject for legislation. See CONSOL. LAWS N. Y., LIEN LAW, § 184. The provision that the owner might take possession at any time is generally considered inconsistent with the existence of a lien at common law. *Forth* v. *Simpson*, 13 Q. B. 680; *Smith* v. *O'Brien*, 46 N. Y. Misc. 325, 94 N. Y. Supp. 673. But since this right is usually granted in contracts with livery stablemen or garage keepers, such a rule would practically nullify statutes giving them a lien. Accordingly, the statutory lien should exist in spite of this right. *Young* v. *Kimball*, 23 Pa. 193; *Heaps* v. *Jones*, 23 Mo. App. 617. The lien holder's rights, however, could not be set up to defeat the rights of third parties accruing while the owner was in actual possession. *Thourot* v. *Delahaye Import Co.*, 69 N. Y. Misc. 351, 125 N. Y. Supp. 827; *Vinal* v. *Spofford*, 139 Mass. 126.

MASTER AND SERVANT — EMPLOYERS' LIABILITY ACTS — EFFECT OF ECONOMIC PRESSURE ON VOLUNTARY ASSUMPTION OF RISK. — An employee complained of the defective condition of a certain appliance, and was told to use it or quit. He continued to work, and was injured. In an action under the Federal Employers' Liability Act, *held*, that whether the assumption of risk was voluntary was a question of fact for the jury. *New York, N. H., & H. Ry. Co.* v. *Vizvari*, 210 Fed. 118 (Civ. Ct. App., 2nd Circ.).

The overwhelming weight of American authority holds that a servant who